

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 55
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. DTFAAC-12-R-02402		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 15 June 2012
7. ISSUED BY CODE FAA, Acquisition Division (AMQ-310) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73169		6. REQUISITION/PURCHASE (FAA Internal Use Only)			
8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73169					

SINGLE AWARD FIRM FIXED & LABOR HOUR TYPE **SOLICITATION: Aircraft Cleaning/Service & Hangar Cleaning/Maintenance.**

REQUIREMENTS CONTRACT
Note: This procurement is set aside for small business concerns.

9. Sealed offers in original and 2 copies (3 total) for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 313, Multi-Purpose Building until 3:00 local time 6 July 2012
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Harold Hannah	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 405-954-7853 harold.hannah@faa.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. ESTIMATED AMOUNT	21. ACCOUNTING AND APPROPRIATION To be funded on individual Delivery Orders (4 COPIES UNLESS OTHERWISE SPECIFIED) >
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 313 P.O. Box 25082 Oklahoma City, OK 73125-4932	25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	28. AWARD DATE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ITEMS NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE

NOTES:

1. CLINS 001, 002, 003, 005, 006, 008, 009, 011, 012, 014, 015 are firm-fixed price.
2. All amounts for CLINs 004, 007, 010, 013 and 016 are estimated.

BASE YEAR**(8/27/2012 – 8/31/2013) (Includes 1 week Transition Period)**

001 Phase In (8/27/2012-8/31/2012) \$ _____

002 TASK ONE - AIRCRAFT CLEANING AND SERVICING (23060):

Per Section C.2 the contractor shall furnish all
labor, materials, and equipment to
accomplish Task One at FAA Hangar 6, Ronald
Reagan National Airport, Washington, D.C.
(9/1/2012-8/31/2013)

12 MO @ \$ _____ per = \$ _____

003 TASK TWO - GENERAL MAINTENANCE SERVICES (23370):

Per Section C.3 the contractor shall furnish
only the labor to accomplish Task Two at FAA
Hangar 6, Ronald Reagan National Airport,
Washington, D.C.
(9/1/2012-8/31/2013)

12 MO @ \$ _____ per = \$ _____

004 Over and Above Service Calls as described
in the PWS, C.1.1.(15). Labor for Aircraft
Servicer and General Maintenance Worker to
be charged IAW the Fully Burdened Labor
Rates (FBLR) specified below. Labor
quantity estimates will be determined when
Service Calls are required.
(9/1/2012-8/31/2013)

NTE 100 Hours

Aircraft Servicer (23060)

Regular Rate \$ _____/hr

Overtime Rate \$ _____/hr

General Maintenance Worker (23370)

Regular Rate \$ _____/hr

Overtime Rate \$ _____/hr

BASE YEAR TOTAL

\$ _____

ITEMS NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE

FIRST OPTION YEAR
(9/1/2013 – 8/31/2014)

005 TASK ONE - AIRCRAFT CLEANING AND SERVICING (23060):

Per Section C.2 the contractor shall furnish all labor, materials, and equipment to accomplish Task One at FAA Hangar 6, Ronald Reagan National Airport, Washington, D.C.

12 MO @ \$ _____ per = \$ _____

006 TASK TWO - GENERAL MAINTENANCE SERVICES (23370):

Per Section C.3 the contractor shall furnish only the labor to accomplish Task Two at FAA Hangar 6, Ronald Reagan National Airport, Washington, D.C.

12 MO @ \$ _____ per = \$ _____

007 Over and Above Service Calls as described in the PWS, C.1.1.(15). Labor for Aircraft Servicer and General Maintenance Worker to be charged IAW the Fully Burdened Labor Rates (FBLR) specified below. Labor quantity estimates will be determined when Service Calls are required.

NTE 100 Hours

Aircraft Servicer (23060)

Regular Rate \$ _____/hr

Overtime Rate \$ _____/hr

General Maintenance Worker (23370)

Regular Rate \$ _____/hr

Overtime Rate \$ _____/hr

FIRST OPTION YEAR TOTAL

\$ _____

ITEMS NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE

SECOND OPTION YEAR
(9/1/2014-8/31/2015)

008 TASK ONE - AIRCRAFT CLEANING AND SERVICING (23060):

Per Section C.2 the contractor shall furnish all labor, materials, and equipment to accomplish Task One at FAA Hangar 6, Ronald Reagan National Airport, Washington, D.C.

12 MO @ \$_____ per = \$_____

009 TASK TWO - GENERAL MAINTENANCE SERVICES (23370):

Per Section C.3 the contractor shall furnish only the labor to accomplish Task Two at FAA Hangar 6, Ronald Reagan National Airport, Washington, D.C.

12 MO @ \$_____ per = \$_____

010 Over and Above Service Calls as described in the PWS, C.1.1.(15). Labor for Aircraft Servicer and General Maintenance Worker to be charged IAW the Fully Burdened Labor Rates (FBLR) specified below. Labor quantity estimates will be determined when Service Calls are required.

NTE 100 Hours

Aircraft Servicer (23060)

Regular Rate \$_____/hr

Overtime Rate \$_____/hr

General Maintenance Worker (23370)

Regular Rate \$_____/hr

Overtime Rate \$_____/hr

SECOND OPTION TOTAL \$_____

ITEMS NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE

THIRD OPTION YEAR
(9/1/2015-8/31/2016)

- 011 TASK ONE - AIRCRAFT CLEANING AND SERVICING (23060):
 Per Section C.2 the contractor shall furnish all
 labor, materials, and equipment to
 accomplish Task One at FAA Hangar 6, Ronald
 Reagan National Airport, Washington, D.C. 12 MO @ \$ _____ per = \$ _____
- 012 TASK TWO - GENERAL MAINTENANCE SERVICES (23370):
 Per Section C.3 the contractor shall furnish
 only the labor to accomplish Task Two at FAA
 Hangar 6, Ronald Reagan National Airport,
 Washington, D.C. 12 MO @ \$ _____ per = \$ _____
- 013 Over and Above Service Calls as described
 in the PWS, C.1.1.(15). Labor for Aircraft
 Servicer and General Maintenance Worker to
 be charged IAW the Fully Burdened Labor
 Rates (FBLR) specified below. Labor
 quantity estimates will be determined when
 Service Calls are required. NTE 100 Hours
- Aircraft Servicer (23060)
- Regular Rate \$ _____/hr
- Overtime Rate \$ _____/hr
- General Maintenance Worker (23370)
- Regular Rate \$ _____/hr
- Overtime Rate \$ _____/hr

THIRD OPTION YEAR TOTAL \$ _____

ITEMS NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE

FOURTH OPTION YEAR
(9/1/2016-8/31/2017)

014 TASK ONE - AIRCRAFT CLEANING AND SERVICING (23060):

Per Section C.2 the contractor shall furnish all labor, materials, and equipment to accomplish Task One at FAA Hangar 6, Ronald Reagan National Airport, Washington, D.C.

12 MO @ \$ _____ per = \$ _____

015 TASK TWO - GENERAL MAINTENANCE SERVICES (23370):

Per Section C.3 the contractor shall furnish only the labor to accomplish Task Two at FAA Hangar 6, Ronald Reagan National Airport, Washington, D.C.

12 MO @ \$ _____ per = \$ _____

016 Over and Above Service Calls as described in the PWS, C.1.1.(15). Labor for Aircraft Servicer and General Maintenance Worker to be charged IAW the Fully Burdened Labor Rates (FBLR) specified below. Labor quantity estimates will be determined when Service Calls are required.

NTE 100 Hours

Aircraft Servicer (23060)

Regular Rate \$ _____/hr

Overtime Rate \$ _____/hr

General Maintenance Worker (23370)

Regular Rate \$ _____/hr

Overtime Rate \$ _____/hr

FOURTH OPTION YEAR TOTAL

\$ _____

PART I – SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

C.1 INTRODUCTION:

The Federal Aviation Administration (FAA), Washington Flight Program Office ARC-60, has a requirement for aircraft cleaning and servicing of lavatories as well as maintenance, repair, and minor construction services for buildings, structures, related systems and equipment located at Hangar 6, Ronald Reagan National Airport, Washington, D.C.

This contract shall cover two main tasks. Part One, Section C.2, Task One (1), shall cover aircraft cleaning services for three aircraft currently based through the FAA Hangar 6 facility at Ronald Reagan National Airport, Washington, D.C. Part One, Section C.3, Task Two (2), shall cover general maintenance services for buildings, structures, and related systems also located at the FAA Hangar 6 facility at Ronald Reagan National Airport. The contractor shall provide management personnel located within a 50 mile radius of Reagan National Airport to respond, if necessary, to “pop-up” missions and urgent calls as identified in C.2.1.A and C.3.8.2

C.1.1 DEFINITIONS:

As used throughout this contract, the following terms shall have the meaning set forth below.

(1) U.S. Department of Labor (DOL), Employment Standards Administration (ESA), Wage Hour Division (WHD), Service Contract Act Directory of Occupations Definition of: AIRCRAFT SERVICER (Airport Utility Worker)(23060): Services aircraft, performing any combination of the following tasks: Directs incoming and outgoing aircraft near terminal area to assist pilot's maneuvering of the aircraft on ground, using hand or light signals or drives light truck with guiding sign. Secures aircraft in parking position with blocks and stakes. Operates service vehicles to replenish fuel, oil, water, waste system chemicals, oxygen, hydraulic fluid, and to remove waste. Checks for fuel contamination by draining sumps and fuel drains. Operates ground support equipment such as electrical power supply and engine starting units. Examines tires for specified air pressure and condition. Removes and replaces defective tires. Positions and removes boarding platforms to unload or load aircraft passengers. Unloads and loads luggage, mail, freight, and other cargo, using tow truck with luggage carts. Cleans exterior or interior of aircraft, using portable platform ladders, brushes, rags, water hose, and vacuum. May de-ice aircraft wings and assemblies, using glycol mixture. May load and unload containers of food, beverages, and dishes for in-flight meal services.

(2) DOL, ESA, WHD, Service Contract Act Directory of Occupations Definition of: GENERAL MAINTENANCE WORKER (23370): Performs general maintenance and repair of equipment and buildings requiring practical skill and knowledge (but not proficiency) in such trades as painting, carpentry, plumbing, masonry, and electrical work. Work involves a variety of the following duties: Replacing electrical receptacles, wires, switches, fixtures, and motors; using plaster or compound to patch minor holes and cracks in walls and ceilings; repairing or replacing sinks, water coolers, and toilets; painting structures and equipment; repairing or replacing concrete floors, steps, and sidewalks; replacing damaged paneling and floor tiles; hanging doors and installing door locks; replacing broken window panes; and performing general maintenance on equipment and machinery.

(3) Contracting Officer: The Contracting Officer is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(4) Contractor: The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that subcontractors comply with the provisions of this contract.

(5) Contractor Representative: A foreman or superintendent assigned in accordance with the "Quality Control" clause, Section H.1.

(6) Engineered Performance Standards (EPS): A job estimating system developed for the Department of Defense. EPS is the average time necessary for a qualified craftsman working at a normal pace, following acceptable trade methods, receiving capable supervision and experiencing normal delays to perform defined amounts of work of a specified quality.

(7) Facility: An establishment, structure, or assembly of units of equipment designated for a specific function.

(8) Frequency of Service:

- (a) Annual (A) - Services performed once during each 12-month period of the contract.
- (b) Semiannual (SA) - Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.
- (c) Quarterly (Q) - Services performed four times during each 12-month period of the contract at intervals of 80 to 100 calendar days.
- (d) Monthly (M) - Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.
- (e) Semimonthly (SM) - Services performed 24 times during each 12-month period of the contract at intervals of 14 to 16 calendar days.
- (f) Weekly (W) - Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.
- (g) Daily (D5) - Services performed once each day, Monday through Friday, including holidays unless otherwise noted.
- (h) Daily (D7) - Services performed once each day, seven days per week, including weekends and holidays.

(9) Job Phase: The numbered chronological sequence in which work is accomplished regardless of the craft(s) involved.

(10) Job Preparation: All work and costs associated with receiving and considering a job assignment and instructions; planning equipment and material requirements; obtaining proper tools; laying out tools, material, and equipment; setting up ready to begin work; cleaning and storing tools and equipment; and cleanup of job site.

(11) Labor Hour Unit Price: A labor hour unit price is the unit price bid by the Contractor to provide one performance standard hour of work-in-place. The unit price includes all direct and indirect costs associated with performing a standard hour of work. The unit price would typically include the Contractor's hourly craft wage, adjusted to allow for the bidder's workforce productivity (i.e. the Contractor's estimate of how his/her workforce will perform in relation to the applicable performance standard(s)); and all costs for travel, pre-expended bin materials and supplies, profit, tools, equipment, field and home office overhead, clerical support, supervision, overtime, inspection, fees, taxes, licenses, permits, insurance, etc. In short, all costs associated with providing a specific standard hour of effort.

(12) Latent Defects: Latent defects are defects that are present in a hidden or undeveloped state and are not visible or apparent at the time of inspection, but which become obvious or come into being at some future time.

(13) Maintenance: The recurring day-to-day, periodic, or scheduled work required to preserve or restore a real property facility to such a condition that it may be effectively utilized for its designated purpose. The term includes work undertaken to prevent damage to a facility that otherwise would be more costly to restore.

(14) Minor Construction: A minor construction project is defined as a single undertaking at an installation that includes all construction necessary to produce a complete and usable facility; or, a complete and usable improvement to an existing facility that has an approved cost equal to or less than the amount specified by law as the maximum amount for a minor construction project.

(15) Over and Above Service Calls: Over & Above Service Calls are defined as service calls that involve requirements or services which require certified or licensed workers for electrical, plumbing, carpentry, HVAC, or other similar trades. The Over & Above requirements will be obtained by service calls, and will be negotiated as required prior to conducting the service. Labor rates for Aircraft Cleaner and General Maintenance Worker requested in Over & Above Service Calls will be as specified in the contract pricing schedule.

(16) Pre-expended bin materials and supplies: The minor materials and supplies that are incidental to a job, and for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, gases, refrigerants, refrigeration fittings, plumbers tape and compound, clips, welding rods, heat sinks, touch up paint, plumbing fittings.

(17) Quality Assurance (QA): A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

(18) Quality Assurance Evaluator (QAE): The Government employee responsible for the daily monitoring of Contractor performance.

(19) Quality Control (QC): A method used by the Contractor to control the quality of goods and services produced.

(20) Regular Working Hours: The Government's regular working hours for the general maintenance worker are from 0700 a.m. to 1530 p.m., Mondays through Fridays except (a) Federal Holidays and (b) other days specifically designated by the COR. The Government's regular working hours for the aircraft servicer are from 1500 to 2330 (3 p.m. to 1130 p.m.) Monday through Friday except (a) Federal Holidays and (b) other days specifically designated by the COR.

(21) Repair: Repair is the restoration of a piece of equipment, a system, or a facility to such condition that it may be effectively utilized for its designated purposes. Repair may be overhaul, reprocessing, or replacement of constituent parts or materials that have deteriorated by action of the elements or usage and have not been corrected through maintenance, or replacement of the entire unit or system if beyond economical repair.

(22) Response Time: Response time is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate tools, equipment, and materials, ready to perform the work required. Response times are designated in the appropriate technical clauses in Section C.

(23) Service Calls: Service Calls are defined as cleaning, servicing, maintenance, repair, minor construction and/or other miscellaneous work requirements which are requested of COR by building occupants or generated by designated Government representatives. They are brief in scope and require no more than 8 estimated total labor hours for accomplishment. They do not reasonably require detailed job planning.

(24) Travel Time: Travel time is defined as time expended between primary shop and the job site and time expended between job site and primary shop.

(25) Work Content Comparison: Work content comparison is a method of comparing a task that is not specifically defined in Engineered Performance Standards (EPS) Task Time Standards to a very similar task that is defined in the EPS Task Time Standards. This definition is a summary of a more detailed definition that appears on page 29 of the EPS Planner and Estimator's Deskguide (NAVFAC P-701.0).

C.2 TASK ONE – AIRCRAFT CLEANING AND SERVICING (23060):

C.2.1 GENERAL SCOPE OF WORK:

C.2.1A The FAA Washington Flight Program Office AJW-360 at Hangar 6 requires one full-time (40 hour week) employed Aircraft Servicer (23060) to clean and service FAA owned and leased aircraft. The regular hours for aircraft servicing are from 1500 through 2330 (3:00 p. m. through 11:30 p.m.) Monday through Friday, except Federal holidays. The shift start times are flexible based on the aircraft flight schedule, however the shift will be 8 hours. Shift flexibility is required due to the changing flight schedule and occasional "pop-up" mission associated with National disaster response.

C.2.1B The Contractor shall provide all the labor, materials, and equipment for aircraft cleaning and servicing except for FAA furnished equipment. All equipment and materials must be approved by the Contracting Officer's Representative (COR). This includes a carpet extractor machine for cleaning interiors and orbital polishers for the exterior.

C.2.1C The contractor is expected to follow the manufacturers' procedures and guidelines for cleaning and servicing the aircraft. The FAA shall furnish the current procedures and guidelines for each aircraft. Services are required even when the primary employee is absent for any reason.

If the primary employee is on scheduled leave or extended absence for any reason (extended absence is defined as 3 days or more) the contractor must provide a fully trained and airport authorized replacement employee. Failure to provide a replacement employee shall be actionable under the default clause of this contract.

In the event the primary employee is absent for less than the extended period or calls in sick with short notice the contractor will make every attempt to provide a fully trained and airport authorized replacement employee. If the contractor is unable to provide a replacement employee a deduction will be made to the monthly invoice equal to the employee's hourly rate in Schedule B (CLINs 3, 6, 9, 12, & 15) times the shift hours not covered.

Services shall be performed on the following aircraft:

1 each Gulfstream IV, Serial Number 1071

2 each Cessna Citation 560Excel s/n 5333, 5341

NOTE: During the course of this contract, the models and types of aircraft operated by FAA at Hangar 6 may change. The contractor shall be responsible for cleaning the aircraft inventory as it changes during the contract, within the limits of the Changes clause in Part II, Section I. The quantity of aircraft covered by this contract shall not exceed four aircraft without the mutual consent of the contractor and the FAA.

The FAA shall provide all electrical power, lighting, water, lavatory and potable water service carts, waste facilities, and access stands necessary to clean and service the above listed aircraft.

The contractor is required to provide all training to their personnel. In addition, the contractor shall maintain liability insurance of no less than \$500,000.00 to cover damage incurred from their negligence or misuse or accident of equipment, products or procedures.

C.2.2 General Requirements for Aircraft Cleaning:

The general cleaning requirements for each aircraft are to obtain an appearance free from dirt, bugs, exhaust streaks, oil stains and spots. Washing the exterior with water may not be necessary if the same results can be obtained by wiping the aircraft with a spray cleaner and cloth. The contracted worker is not expected to accomplish all the duties listed below in one shift, on all aircraft. The FAA Aircraft Maintenance lead mechanic will identify work priorities each day.

C.2.2A ALL AIRCRAFT (Daily):

(1) Washing the exterior of the aircraft with manufacturer approved soap using a soft brush. The exterior wash shall include the upper and lower surfaces of the wings, flaps, fuselage, engine cowlings and pylons and stabilizers. The landing gear, wheels and landing gear doors shall also require cleaning. Exterior windows shall be cleaned using the manufacturers approved cleaner and a soft cloth. **Aircraft windows should not be washed with a brush.** Aircraft shall be rinsed free of dirt and soap residue, water spots or stains.

(2) Interior cleaning requirements include the vacuuming of carpets and seats, spot cleaning of stains in carpeting, seats and headliner; also cleaning the cockpit displays and gauges, interior windows, wall panels, counter tops, lavatory seat and deck, entrance way steps and hand rails and emptying the trash. The lavatory and galley cabinets and drawers require cleaning as well.

a) Washing the aircraft: Pressure washing of the aircraft is prohibited. Only building water pressure is to be used and will be supplied by the FAA. Manual washing with a soft brush is recommended. The cleaning agent should be pH-7 neutral or slightly alkaline. Water shall not be directly sprayed onto bearing seals, bearing surfaces, electrical connectors or Pitot-static openings. Water nozzle should be a minimum of three feet away from the aircraft surface and at least a 45-degree angle to minimize impact.

b) Aircraft windows: Brushes and abrasive clothes shall not be used on the aircraft windows. Only clean, soft, lint free cloths should be used. Exterior windows shall be rinsed with water prior to wiping with a cloth to remove abrasive particles. Some of the aircraft windows are plastic and should not be cleaned with a high alkaline cleaner. Only approved aircraft plastic window cleaner shall be used. The COR will inform the contractor which windows are plastic.

c) Polishing the leading edges: The leading edges require polishing to remove surface corrosion and to enhance their appearance. Leading edges shall be polished when oxidation begins to appear, using an orbital buffer with non-abrasive cleaning solution. Painted surfaces should be masked off to prevent damage. Surfaces should be left with a mirror like finish and all debris associated with polishing shall be removed.

d) Leading edge de-ice boots: The Cessna Citation has leading edge de-ice boots on the horizontal stabilizer that require cleaning and preservation semi-annually as follows: Boots should be cleaned using a mild soap. Isopropyl alcohol may be used for more difficult areas but must be rinsed with soap and water. Petroleum based products are not to be used on the de-ice boots because it will deteriorate the rubber. The boots will require an application of Age Master and Icex, or similar product, to help protect the rubber and shed ice. The final application shall be with Shine Master or similar product, which provides a shiny appearance. It is the responsibility of the contractor to properly treat the de-ice boots and the Governments responsibility to provide the updated manufacturers manuals for reference.

e) Aircraft Carpets: Routine cleaning of the carpets can be accomplished with a vacuum followed with spot cleaning. Semi-annually the carpets shall be cleaned using a hot water extraction machine and a mild detergent pre-spray. The pre-spray shall then be rinsed with a mild acid rinse approved for carpet cleaning. All soap residues shall be rinsed out with care not to wet the carpet backing. After cleaning, carpet blowers will be installed to speed up the drying time. It is critical that the carpet backing does not get wet, if the carpet backing gets wet, corrosion may result in the aircraft floorboards. If the contractor or the FAA feels the carpet should be removed prior to cleaning, it is the FAA's responsibility to remove and reinstall the carpet. The contractor is expected to attempt to remove carpet stains such as coffee, grease and oils, and common food or drink spots.

f) Aircraft Seats: Cloth seats may be cleaned semi-annually the same as the carpets. Leather seats will require a leather cleaner and conditioner on a more frequent interval (Quarterly).

g) Aircraft cockpit: Vacuuming, dusting and cleaning the aircraft instruments shall be done with care so damage is not inflicted to aircraft. Only clean, soft, lint free cloths and dust brushes should be used on aircraft instruments and displays. Only approved anti-static fluids shall be sprayed onto instruments and displays.

h) Aircraft headliner: The aircraft headliners may require spot cleaning. Areas should be tested prior to cleaning to insure the cleaning agent will not stain headliner. Some headliners require dry cleaning agents only and will stain if a water-based product is used. It is the responsibility of the contractor to determine how to clean the headliner.

i) Interior paneling and siding: The interior paneling and siding varies with each aircraft but will require regular cleaning. Areas should be tested to determine if paneling would stain.

C.2.2B General Requirements for Aircraft Servicing:

Servicing requirements include draining and refilling the lavatory and potable water systems. Lavatories shall be cleaned and re-serviced after every flight.

(1) The aircraft require the FAA owned lavatory service cart as well as draining and refilling the aircraft lavatory tank. The potable water tank can be serviced using the hose, water supply and fittings provided by the FAA.

(2) It is the FAA's responsibility to train the contractors on the proper lavatory and potable water servicing procedures for each aircraft model.

C.2.3 Detailed Cleaning (every 4 months):

C.2.3.1 Polishing on unpainted aluminum will be required on all the aircraft. Areas to be polished are the leading edges of the aircraft wings, horizontal and vertical stabilizers, engine inlets, thrust reversers and the cockpit window frames. The areas should be masked off to prevent damage to painted surfaces. The aluminum should be polished either by hand or by using orbital buffers, non-abrasive pads and a non-abrasive aluminum cleaning polish. All processes shall meet manufacturer specifications.

C.2.3.2 The Cessna Citation will require the leading edge de-icing boots on the Horizontal Stabilizer to be cleaned and treated per manufacturer specifications. In addition, the interior carpets will require a low pressure hot water extraction for cleaning and rinsing to ensure that the carpet backing and flooring does not get wet. Carpet blowers or dryers should then be installed to accelerate the drying process. The seats that are fabric will also require a hot water extraction, and the leather seats require a leather cleaner and conditioner.

C.3 TASK TWO – GENERAL MAINTENANCE SERVICES (23370):

C.3.1 General Scope of Work:

The Contractor shall furnish only the labor necessary for cleaning and maintaining the FAA Washington Flight Program Hangar 6 offices and shops at Ronald Reagan National Airport, which will require one full time (40 hour week) employee. The work requires knowledge of building maintenance, servicing equipment as well as routine cleaning. The hours of operation for this position are 0700 a.m. to 1530 p.m., Monday through Friday, excluding federally observed holidays. Services are required even when the primary employee is absent for any reason.

If the primary employee is on scheduled leave or extended absence for any reason (extended absence is defined as 3 days or more) the contractor must provide a fully trained and airport authorized replacement employee. Failure to provide a replacement employee shall be actionable under the default clause of this contract.

In the event the primary employee is absent for less than the extended period or calls in sick with short notice the contractor will make every attempt to provide a fully trained and airport authorized replacement employee. If the contractor is unable to provide a replacement employee a deduction will be made to the monthly invoice equal to the employee's hourly rate in Schedule B (CLINs 3, 6, 9, 12, & 15) times the shift hours not covered.

C.3.1.1 The work involves a variety of duties including but not limited to:

- a) Replacing electrical outlets, ballasts, bulbs, switches, motors;
- b) Repairing walls and ceilings;
- c) Painting structures and equipment
- d) Repairing and replacing water coolers, sinks or toilets
- e) Moving and installing furniture
- f) Servicing and operating light equipment and machinery
- g) Cleaning windows
- h) Steam cleaning carpets and upholstery
- i) Stripping and waxing tile flooring
- j) Mopping, dusting, cleaning offices and rest rooms

C.3.1.2 All supervision, tools, materials, equipment, incidental engineering, transportation, and management necessary for the maintenance, repair, and minor construction of buildings, structures, related systems and equipment in accordance with the requirements specified herein will be supplied by the FAA.

C.3.1.3 Facilities to be maintained: 5 Heating, Ventilation, Air Conditioning (HVAC) Systems, 6 hangar heaters. Bathroom square footage: men's bathrooms and locker rooms total 960 square feet. Women's bathroom and locker rooms total 216 square feet. Six bathrooms include 8 toilets, 4 urinals, and 6 showers. Upstairs offices with carpeting total 3800 square footage. Downstairs offices with carpeting total 4800 square footage. The hangar deck floor totals 33,800 square feet and is epoxy painted. The two garage shops total 2500 with bare concrete.

C.3.2 Management

The FAA COR at Hangar 6 shall manage the total work effort associated with the maintenance, repair, and all other services required herein to assure fully adequate and timely completion of these services. Included in this function are a full range of management duties including, but not limited to, planning, scheduling, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel (two full time employees) with the necessary technical expertise to assure the performance of the work is in accordance with sound and efficient technical practices.

C.3.2.1 Work Control

The FAA COR at Hangar 6 shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The FAA COR at Hangar 6 shall plan and schedule work, for building services, to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. For Task One, Aircraft Servicing, the scheduling and ensuring of adequate labor, materials and equipment, except FAA furnished equipment shall be the responsibility of the contractor. Verbal scheduling and status reports shall be provided when requested by the Contracting Officer Representative.

C.3.2.2 Work Schedule

The FAA COR at Hangar 6 shall schedule and arrange work for building services so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the FAA COR at Hangar 6 shall make every effort to minimize the impact of the interference, inconvenience, equipment downtime, interrupted service, customer discomfort, etc.

For Aircraft Servicing, the contractor shall schedule and arrange work that will allow the least interference with the aircraft flight schedule and allow maximum labor utilization while aircraft are in the hangar. Aircraft are usually in

the hangar and available for cleaning between 3:00 p.m. and 11:30 PM. The contractor may, with the approval of the FAA COR, clean and service the aircraft at times other than specified above.

C.3.2.3 Staffing

The Contractor shall continuously maintain an adequate staff with suitable technical expertise to assure work is completed when primary employee is away for any reason.

C.3.3 General Requirements and Procedures

C.3.3.1 Standards

All work shall meet the standards specified herein and shall be accomplished in conformance with approved and accepted standards of the industry; equipment manufacturers; all applicable activity, local, state, and federal standards; all applicable building and safety codes as well as the aircraft manufacturers recommended cleaning and servicing instructions.

(1) When the Contractor completes work on a facility or system, that facility or system shall be free of missing components or defects which would prevent it from functioning as originally intended and/or designed. Corrective or repair/replacement work shall be carried to completion including operational checks and cleanup of the job site. Except where otherwise noted, replacements shall match existing in dimensions, finish, color, and design.

(2) During and at completion of work, debris shall not be allowed to spread unnecessarily into adjacent areas or accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each workday.

C.3.3.2 Major Repair

Major repair **is not** included within the scope of this contract. Major repair is defined as any individual unit or incident of repair or replacement with a total estimated cost (labor and direct material) exceeding \$2,000. Major repair will normally be accomplished by separate contract or by Government forces. This exclusion does not apply if the repair is required to correct damage caused by the Contractor's negligence.

C.3.3.3 Replacement, Modernization, Renovation

During the term of the contract, the Government may replace, renovate, or improve equipment, systems, facilities, components, and fixtures at the Government's expense and by means not associated with this contract. All replaced, improved, updated, modernized, or renovated equipment, fixtures, facilities, components, and systems shall be maintained, operated, and/or repaired by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in contract requirements. Changes, replacements, or deletions, which result in an increase or decrease in contract requirements, will result in adjustments to the contract price in accordance with the "CHANGES" clause, Section I.

C.3.3.4 Equipment under Manufacturer's or Installer's Warranty

Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the Contracting Officer Representative (COR). All defects in material or workmanship, defective parts, or improper installation and adjustments found by the Contractor shall be reported to the COR so that necessary action may be taken. The COR will furnish available warranty information to the Contractor.

C.3.3.5 As Built Drawings

All drawings, blueprints and design diagrams will be the responsibility of the COR.

C.3.3.6 Interface With Other Contractors and Government Personnel

Attention is invited to the fact that other Contractors and/or Government Personnel are engaged in similar and supporting work, requiring close cooperation. The Contractor for this contract shall cooperate with all other Contractors and avoid conflicts with other Contractor's performance and work schedules. In the event of conflicts with other Contractors that

cannot be satisfactorily resolved, the matter shall be referred to the Contracting Officer for decision. Such decisions shall be final, subject to right of appeal in accordance with the "DISPUTES" clause, Section I.

C.3.3.7 Damages Caused by Weather Conditions or Vandalism

Work required to repair facilities or equipment damaged by inclement weather conditions and/or acts of vandalism shall be performed at no additional cost to the Government if such work is within the scope of a service call.

C.3.4 Work Outside Regular Hours

Except as may otherwise be specified, all work shall be performed during the Government's regular working hours. If the Contractor or COR desires to carry on work on Saturday, Sunday, holidays, or outside regular working hours, he/she must request approval from the Contracting Officer Representative (COR). The COR may also schedule work on weekends for the contractor (overtime) upon agreement from the contractor personnel.

C.3.5 Continuity of Services

To insure continuity of essential services, the Contractor shall be prepared to fully commence work on the start date of this contract, and should not assume that Government or previous Contractor employees will be available to guide, direct, or specifically orientate each Contractor employee.

C.3.6 General Requirements and Procedures for Service Call Work

Service calls are defined as cleaning, servicing, maintenance, repair, minor construction and/or other miscellaneous work requirements which are requested of COR by building occupants or generated by designated Government representatives. They are brief in scope and require no more than 8 estimated total labor hours for accomplishment. They do not reasonably require detailed job planning.

Service calls will also be required to clean and service aircraft. At the request of the COR, the contractor will supply personnel to respond to weekend services to meet mission demands.

C.3.6.1 Service Call Reception

C.3.6.1.1 During Regular Working Hours

All service calls will be directed through the FAA COR or assigned FAA manager who will contact the contractor employees for assignments.

C.3.6.1.2 After Regular Working Hours

The COR shall receive all service call requests directly from building occupants and other authorized Government representatives after regular working hours, on weekends, and holidays. The COR will determine if the contractor has enough allowable overtime to accomplish the service call and if employees are available.

C.3.7 Service Call Classification

C.3.7.1 Emergency Calls

Calls that are a threat to person and property are considered emergency calls. The contractor will not be responsible for emergency calls for building or aircraft related emergencies. Emergency calls will be the responsibility of the Government.

C.3.7.2 Urgent Calls

Service calls will be classified as urgent at the discretion of the Contracting Officer Representative (COR). Generally, urgent calls will consist of providing services or correcting failures which do not immediately threaten personnel, property, or activity missions; but which would soon inconvenience and/or affect the health or well-being of personnel, lead

to property damage, or lead to disruptions in operational and/or training missions. Calls will also be classified as urgent when the service or failure has upper level or command/management attention.

C.3.7.3 Routine Calls

Service calls will be classified as routine when the work does not qualify as an emergency or urgent call. Examples of routine calls include inoperative electrical switches or outlets, dripping faucets, broken glass or floor tile, repairs to mechanical equipment and painting, etc.

C.3.7.4 Response to Service Calls

The Contractor shall have adequate procedures for picking up service call work requests from the Government's COR during normal working hours, and for receiving and responding to urgent service calls 24 hours per day, seven days a week, including weekends and holidays. The Contractor shall provide a local or toll free telephone number for receipt of all service calls. An individual fully familiar with the Contractor's work control procedures and the terms and conditions of this contract shall answer all telephone calls.

C.3.8 Response by Classification

C.3.8.1 Emergency Calls

Contractor is not responsible for emergency calls

C.3.8.2 Urgent Calls

The Contractor shall be on the job site and working within [2] hours after receipt of an urgent service call received outside of their normal shift hours, and within [4] hours for urgent calls received after normal working hours, on weekends, or holidays if overtime limits allow. Once begun, the work shall be prosecuted to completion and must be completed within [72] hours. Urgent call work shall not exceed 8 man-hours.

C.3.8.3 Routine Calls

All routine service calls shall be completed within [5] working days of receipt. Routine calls shall normally be accomplished during normal working hours, Monday through Friday.

C.3.8.4 Beyond the Scope of Urgent Call

If the Contractor responds to an urgent service call and believes the work required is beyond the scope of a service call, as defined above, the COR must be contacted within 2 hours. If requested by the COR, the Contractor shall provide a summary of the work needed within 48 hours of the request.

(a) If the COR agrees that the work required is beyond the scope of a service call, the COR may authorize the Contractor to proceed with the work during normal operating hours or the COR may hire additional contractors to complete the job.

(b) If the COR determines that the work falls within the scope of a service call, the original work authorization will be returned to the Contractor, who shall complete the work.

C.3.8.5 Beyond the Scope of Routine Call

If the Contractor responds to a routine service call and believes the work required is beyond the scope of a service call, as defined above, the contractor shall notify the COR no later than 48 hours or the following workday. The Contractor shall attach a summary of the work needed.

C.3.8.6 Completed Calls

The contractor will verbally inform the COR of work accomplished or required during the service call.

C.3.9 General Requirements and Procedures for Recurring Work

The Contractor in accordance with the provisions of this clause shall perform recurring maintenance and repair work. Recurring work includes all work requirements for which schedules of accomplishment have been included in the contract, or for which the Contractor is required to submit schedules for Government approval. All recurring work is included in the regular firm-fixed labor hour price in Part I, Schedule B of the contract. The FAA shall provide and store the parts and materials necessary for the continued performance of all recurring work as specified herein. Lack of availability of materials and parts shall relieve the Contractor from the requirement to complete work within the time requirements and quality standards specified herein. Recurring work in this contract includes preventive maintenance, relamping, and seasonal start-up/shut-down of HVAC systems.

C.3.9.1 Preventive Maintenance

(1) The Contractor shall perform preventive maintenance (PM) inspections on all equipment and systems in accordance with the procedures specified in this clause. PM consists primarily of inspection, cleaning, lubrication, adjustment, calibration, and minor part and component replacement (e.g. filters, belts, hoses, fluids, oil and grease) as required to minimize malfunction, breakdown, and deterioration of equipment; and the identification of and/or performance of any repairs required to bring the equipment up to the manufacturer's operating standards.

(2) The Government will provide the manufacturers recommended PM schedule, as available, and other available manuals, pamphlets, etc. to the Contractor. The COR will assign PM work to the contractor employee and will furnish all parts and supplies necessary to perform the job. In addition, the COR will keep all PM records and forms required and may have the contractor employee sign off as work is completed.

C.3.9.2 Relamping

The Contractor shall provide relamping services for all buildings, including emergency, exit, and exterior lights attached to buildings. The work shall include inspecting each building monthly and replacing all blackened, discolored, blinking, and burned out fluorescent tubes and incandescent bulbs; and other defective parts such as, ballasts, starters, etc. In areas where the fixtures are not easily accessible, such as high bay or hangar areas, the Government will furnish necessary lifts to facilitate their replacement. Replacement lamps and components shall be the same type, wattage, and voltage as those removed. Between scheduled relamping services the Contractor shall respond to service calls in accordance with the "GENERAL REQUIREMENTS AND PROCEDURES FOR SERVICE CALL WORK" clause, for replacing light bulbs, tubes, and other defective parts.

C.3.9.3 Start-up/Shut-down of HVAC Systems

(1) The Contractor shall perform start-up/shut-down and preservation of HVAC systems. Normally, heating start-up and air conditioning shutdown shall be accomplished during the period of September to October and air conditioning start-up and heating shutdown shall be accomplished during the period of March to April. The Contracting Officer Representative (COR) will advise the Contractor of the specific date or dates when such services should begin to be accomplished. All work shall be completed within 30 calendar days of the specified start date for equipment in individual buildings.

(2) During start-up, systems shall receive a thorough inspection to insure that all systems and components are operating as designed, as well as any specific checks and procedures, which may be required by the manufacturer. Shut-down shall consist of system checks and preservation as required by the manufacturer, and an operational check to identify needed repairs that may be accomplished during the off season. The Contractor as part of the start-up/shut-down, shall accomplish needed repairs, which are within the scope of PM. All defects and work required outside of the definition of PM shall be reported to the COR.

C.3.10 General Requirements and Procedures for Minor Work

Minor work is defined as maintenance, repair, and cleaning and minor construction work requirements, which are beyond the scope of service work as defined herein. Minor work requirements will not exceed 8-man hours.

C.3.10.1 Construction and Weight Handling Equipment Requirements

The government shall furnish all construction and weight-handling equipment required to perform maintenance.

C.3.10.2 Urgent Minor Work

Historically the Government has classified up to 5% of the delivery orders for minor work as urgent. The Contractor shall complete all urgent minor delivery orders within 5 calendar days of receipt. Urgent minor work shall normally be performed only during normal working hours, except that after hours and/or weekend work may be authorized by the Contracting Officer if required to complete work within the time requirement specified above.

C.3.10.3 Routine Minor Work

All non-urgent minor work will be classified as routine minor work.

C.3.11 General Requirements for Carpentry and Masonry

This section covers only minor repairs requiring basic carpentry and masonry skills. These skills include using common hand tools such as hand and power saws, levels, drills, hammers, screwdrivers and common carpentry and masonry fasteners.

C.3.11.1 General Interior Work

(a) Floors and Floor Coverings: Damaged or deteriorated flooring, subflooring, and structural members shall be repaired or replaced to provide a structurally sound, uniform, and aesthetic surface which is free of cracks, breaks, chips, tears, gouges, stains, and buckling.

(b) Resilient Tiles: Damaged or deteriorated tiles shall be replaced with matching tiles of the same thickness as original. Damaged tiles to be replaced shall be removed without affecting adjacent tiles. Installation shall be in accordance with manufacturer's instructions.

(c) Linoleum and Vinyl Sheet Flooring: Areas of flooring having gashes or other defects shall be replaced with matching sheet flooring of the same thickness as the original. Damaged flooring to be replaced shall be removed without affecting adjacent areas. The patch shall be installed using adhesive as recommended by the flooring manufacturer.

(d) Carpet: Carpeting shall be stretched and repaired as required to match existing carpeting.

(e) Concrete Floors: Cracked, broken or spalled areas shall be patched with a nonshrinking cement mortar. Areas shall be cleaned and all loose concrete removed. Underlying surfaces shall be chipped to ensure bond with the patch. Shallow spalled areas shall be chipped to provide space for an adequate patch thickness. The patch shall be finished even with the adjacent surfaces and finished to match existing texture.

(f) Vinyl Baseboards: Deteriorated or damaged sections of vinyl baseboard shall be removed and wall and floor surfaces cleaned of all dirt, oil, grease, mildew, moisture, adhesive and debris. Loose baseboards shall be re-secured to the wall and damaged, deteriorated, or missing baseboard sections shall be replaced with an adhesive, which conforms to the manufacturer's recommendations.

(g) Ceramic Tile: Ceramic tile floors that are broken, missing, cracked or discolored shall be replaced as required. Floor tiles shall be regouted, as required, to provide a waterproof seal. In those cases where replacement tiles of an exact match cannot be found, the Contractor may be required to remove and replace non-defective tiles to create a pattern and minimize the visual effect of the miss-match.

(h) Interior Walls, Ceilings, and Trim: Damaged and deteriorated walls, ceilings, and related trim shall be repaired or replaced to provide an attractive surface which is free of noticeable cracks, spalls, raised areas, holes and dents, and marks and stains. Wood trim items and ceiling fixtures shall be removed as necessary to provide access to the damaged area. Upon completion of the repair activity, fixtures and trim shall be reinstalled, nails set and filled and items repainted or refinished to restore them to their original condition. When removing wall or ceiling coverings, the Contractor shall inspect the supporting structural system and notify the Contracting Officer's Representative (COR) immediately of any need for repair before proceeding.

(i) Drywall: Small dents and holes shall be repaired with spackle over a backing plate when necessary. Spackle shall be feathered on the adjacent surfaces. Holes and other defects in wallboard between two studs or beams shall be repaired by removing a rectangle of gypsum board to the center of the adjoining studs or beams. Replacement gypsum board shall be of the same thickness and texture as the adjacent sheets.

(j) Vinyl Wall Covering: Wall covering which has been ripped, scarred, stained, or otherwise damaged shall be repaired or replaced as necessary. Wall covering shall be repaired if the damaged area can be patched and not noticeable. Wall covering that is extensively damaged or for which a matching wall covering is not available shall be repaired by replacing the wall covering on the entire wall. If a matching wall covering is not available, the Government shall find a comparable substitute.

(k) Ceramic Tile: Ceramic tile walls, window stools, and marble saddles that are broken, missing, cracked or discolored shall be replaced, as required. Tiles shall be regouted as required to provide a waterproof seal. In those cases where replacement tiles of an exact match cannot be found, the Contractor may be required to remove and replace non-defective tiles to create a pattern and minimize the visual effect of the mis-match.

(l) Suspended Ceilings: Broken and stained ceiling tiles shall be replaced with tiles of the same material, style, size, and color. Damaged and broken suspended grid system shall be repaired/replaced as necessary to provide a suspended ceiling system as designed.

(m) Doors: Interior doors shall be maintained/repared to operate smoothly without binding or sticking. Damaged, deteriorated, or missing doors and associated hardware shall be repaired or replaced as required. The replaced doors shall be the same type and have the same finish as the original doors. All replacement doors shall be installed with the hardware from the damaged door unless the hardware is irreparable. Small holes in door faces shall be filled and finished to match surrounding door surface.

(n) Stairs and Stairwells: The Contractor shall secure loose treads, risers, stringers, handrails, brackets and other components. Badly damaged stair and handrail components shall be refinished to match original components. Damaged stair finish shall be repaired. Trim items susceptible to damage during the repair activity shall be removed and reinstalled upon completion of the repair activity.

(o) Traverse/Curtain Rods: Sagging and/or nonfunctioning rods shall be repaired to an operating condition, if possible. If beyond economical repair, as determined by the COR, rods shall be replaced. Loose brackets shall be secured. Broken cords shall be replaced. Broken or missing drapery slides shall be replaced. Rods shall be level and parallel with the ceiling. Additional support brackets shall be installed to support sagging rods.

(p) Venetian Blinds and Shades: Venetian blinds and window shades shall be restored to a smooth operating condition. Cracked or damaged slats shall be replaced. Broken or worn cords shall be replaced. Soiled or worn tapes shall be replaced. Loose or missing brackets and supports shall be secured or replaced. Damaged or deteriorated hardware shall be replaced or reworked to operating condition. Damaged rails and torn fabric shall be repaired. If beyond economical repair, as determined by the COR, or missing, venetian blinds and shades shall be replaced.

(q) Cabinets and Countertops: Damaged or deteriorated cabinets, shelving, and countertops shall be repaired or replaced as required. Missing or inoperative hardware shall be replaced. Countertops shall be free of warped, chipped, burned, cut, or otherwise marred areas. Replacement cabinets and countertops shall conform to the requirements of American National Standards Institute publication A161.1. All work is included in the firm fixed-price portion of the contract excluding materials. When painting or varnishing of repaired/replaced cabinets is required, all cabinets in the room shall be painted/varnished if required to make a satisfactory match.

(r) Interior Accessories: The Contractor shall repair or replace (**labor only**) damaged, inoperative, or missing interior accessories including, but not limited to paper holders, soap trays, dispensers, towel bars, shower curtain rods, medicine cabinets, mirrors, smoke detectors, and door stops. Loose accessories shall be re-secured by tightening or replacing screws or by using a suitable adhesive. Damaged or missing items shall be replaced with items matching the original. Replacement hardware shall conform to the Building Hardware Manufacturer's Association Product Standard (BHMA.) Hardware items requiring lubrication shall be lubricated and restored to an operable condition. Repairable rusted metal components shall be cleaned of all rust, coated with a rust inhibitor and restored to an operational condition.

C.3.11.2 General Exterior Work

(a) **Exterior Walls:** Damaged or deteriorated wall areas shall be repaired or replaced to restore to a serviceable, structurally sound, and watertight condition. This includes, but is not limited to, replacing damaged masonry units; tuckpointing loose or eroded mortar joints; sealing penetrations in wall openings; replacing damaged or deteriorated structural members, siding, underlayment, and exterior trim; replacing miscellaneous hardware items, and removal of vegetation, discoloration, graffiti, or other defects which would render an unsightly appearance to exterior walls.

(b) **Masonry:** Damaged masonry units (brick or concrete block) shall be replaced with a unit of the same size, color and texture. The mortar shall be completely removed and the cavity cleaned and all debris removed. The masonry unit shall then be resealed in mortar and the remaining cavity packed with mortar. All joints between masonry units shall be pointed to match existing. Damaged mortar joints shall be chipped out, cleaned and dampened before being repainted. Repainted joints shall match undamaged joints.

(c) **Hardboard Siding:** Damaged hardboard siding shall be removed without damaging adjacent siding or underlayment. Replacement siding shall match the existing siding in color, texture and material. Siding face and edges shall be factory primed and the back shall be factory sealed. Nails shall be of the type and size specified by the manufacturer and shall be driven flush. All joints shall be caulked.

(d) **Seams:** Seams between window or door frames and exterior walls shall be caulked. Old joints shall be scraped and cleaned with a solvent recommended by the caulking manufacturer. The caulking shall be applied according to the manufacturer's directions.

(e) **Metal Flashing and Trim:** Damaged or deteriorated metal flashing and trim shall be repaired/replaced to match existing trim.

(f) **Exterior Trim:** Exterior trim, including all exterior moldings, millwork, shutters, and cornice shall be repaired or replaced as required. Surfaces to receive trim shall be thoroughly cleaned of sealant and paint build-up prior to installation of trim. Damaged or deteriorated insulation board or underlayment shall be replaced with material of the same type, thickness, and quality. Bird screens and soffit vents shall be intact and free of corrosion and missing pieces. All wood trim items shall be prime painted prior to installation.

(g) **Roofing:** Damaged, deteriorated, or missing roofing, sheathing, flashing, gravel stops, miscellaneous roof structures and components, and structural supports shall be repaired or replaced as required to provide a watertight seal and to retain the original whole condition of the roof system. The bid prices for indefinite quantity unit priced tasks for roofing replacement shall include all costs for removal and disposal; roof deck surface preparation; and installation of underlayment and roofing.

(h) **Exterior Concrete and Masonry Structures:** Exterior concrete (portland cement and asphaltic) surfaced areas within five feet of the building or structure, such as patios, sidewalks, and steps, shall be repaired so that they are structurally sound, at original alignment and grade, and are free of damage and major cracks. Roots that cause or contribute to concrete damage shall be removed and the area backfilled. Masonry fences, planters, and steps shall be repaired to replace missing or broken masonry units and repair deteriorated mortar parts, gaps, breaks, and loose components.

(i) **Exterior Accessories:** Damaged, deteriorated, or missing building numbers, exhaust fan vent caps, chimney caps, and other miscellaneous components and hardware shall be installed, repaired, or replaced as required.

(j) **Stairs:** Damaged or deteriorated stairs and stairways, including treads, risers, nosings, stringers, brackets, balustrades, handrails, and other components shall be repaired or replaced as required.

(k) **Doors, Windows, and Screens:** Doors (including storm doors), windows (including storm windows), and screens shall operate smoothly without binding or sticking in accordance with the manufacturer's design. Damaged, deteriorated, or missing doors, windows, and screens, and associated components shall be repaired or replaced as required. Caulking, glazing, and weather-stripping shall be fully intact to maintain a fully weather tight seal. Replacement glass shall be of the same size, type, and quality as the existing glass.

(l) **Doors:** Damaged, deteriorated, warped, swollen, and sagged doors shall be repaired/replaced with doors the same type and size. Exterior doors shall be removed and replaced the same workday. All replaced doors shall be installed with hardware from existing doors, if practicable. Cracked and broken glass in doors shall be replaced with the same quality, type, and size.

(m) Large and Small Sliding Doors: Damaged and/or deteriorated metal and wooden sliding doors and related hardware shall be repaired/replaced with doors and related hardware of the same type, size, and color.

(n) Hardware: Damaged, inoperable, or missing hardware such as hinges, locks, striker plates, latches, keepers, window operating mechanisms, door closers, springs, etc. shall be adjusted, repaired, or replaced as required. Replacement hardware shall match existing hardware in type, size, quality and finish and meet the Building Hardware Manufacturer's Association (BHMA) Product Standards. Hardware shall be installed in accordance with the manufacturer's recommendations.

(o) Overhead or Rolling Doors: Railings shall be checked for alignments. Rusted or corroded areas shall be repaired or replaced. All bearings, rollers, gears, and pulleys shall be properly lubricated. All hangers, bolts, springs, and pins shall be free of rust and corrosion and shall be tightly mounted and secured. Motors shall operate properly and be properly lubricated. Cables and fusible links shall be correctly installed and free from corrosion and rust.

(p) Signs: The Contractor shall install the various types of signs using different fasteners and mounts. The Government shall furnish all signs.

C.3.12 General Requirements for Painting:

Painting shall include both the interior and exterior of all types of surfaces on buildings and miscellaneous structures, as well as the painting of other miscellaneous items such as signs, guard posts and rails, parking bumpers, etc.

(a) Protection of Areas: All furnishings, equipment, floor coverings, and other surfaces, which are not to be painted, shall be carefully moved, covered, or otherwise protected prior to painting. Items such as hardware, hardware accessories, machined surfaces, blinds, curtains, plates, light fixtures, and similar items in contact with painted surfaces shall be removed, masked, or otherwise protected prior to surface preparation. After painting, the Contractor shall remove paint, both old and new paint, from surfaces not to be painted and restore to original condition. All removed items shall be repositioned and furnishings and other property returned to their original position. Painted items such as windows, doors, and cabinets shall operate smoothly without binding. The Contractor shall be responsible for the cost of repairing any damage caused to Government or personal property.

(b) Surface Preparation: Surfaces to be painted shall be cleaned to remove all dirt, dust, rust, scale, splinters, mildew, chalked paint, loose particles, disintegrated coatings, grease, oil, and other deleterious substances. Sanding, wire brushing, washing, and chemical treatments shall be used as necessary to properly prepare the surface for painting, except that water shall not be used on unpainted wood. All scratches, nicks, cracks, gouges, spalls, alligatoring, and irregularities due to partial peeling of previous paint shall be repaired, sanded, spackled, caulked, or otherwise treated to render such defects practically imperceptible. Caulking and other compounds shall be allowed to cure for the times stated in the manufacturer's literature prior to painting. Existing enamel and other glossy surfaces shall be sanded. All new work, surfaces bared by surface preparation, and exposed nails and other ferrous metals shall be primed.

(c) Workmanship: Paint shall be carefully applied with good, clean brushes, rollers, or approved airless sprayers to provide smooth finished surfaces free from runs, drops, ridges, waves, laps, brush marks, variations in color, or other defects. Two coats shall be applied to all new surfaces, or surfaces bared by surface preparation and as required to completely covering stains and marks. First coats shall be thoroughly dry prior to application of second coats, and there shall be an easily perceptible difference in shades of successive coats. Each coat shall be of sufficient thickness to completely cover the preceding coat or surface.

C.3.13 General Requirements for Plumbing:

Plumbing work shall include maintenance and repair of the plumbing systems and fixtures of each building. When repaired, plumbing systems and fixtures shall be free flowing, in good, safe operating condition, free of leaks and drips.

(a) Clean-up/Restoration: The Contractor shall mop up, vacuum, or otherwise remove water resulting from overflowing fixtures, leaks, clogged drains, etc. as part of the repair. Walls, ceilings, and other structures, paved areas such as sidewalks and roads, grassed areas, etc. which are damaged by and/or removed to gain access to leaks, clogs, or other defects shall be restored by the Contractor to original condition.

(b) Plumbing Fixtures: All sinks, tubs, toilets, urinals, basins, and faucets, lavatories, showers, drain lines, etc shall be kept clean ,free of leaks and drips, operate properly, drain freely, and be free of excessive dripping, cracks, and coloration. All fixtures and components thereof that cannot be repaired shall be replaced with fixtures that are in strict compliance with BOCA Basic Plumbing Code 978-4th Edition.

(c) Drinking Fountains: The Contractor shall maintain, repair, and replace all water fountains and their component parts. Fountains shall be free of leaks and shall operate in accordance with the manufacturer's design specifications. All damaged and worn component parts shall be replaced. Replacement fountains or component parts shall be equal to or better in quality, size, and capacity to that being replaced. Fountains shall be firmly secured to support structures, and free of movement and vibration.

C.3.14 Machinist Tasks:

The Contractor shall perform machinist tasks such as drilling, tapping, boring, reaming, and grinding a variety of materials such as steel, cast iron, stainless steel, aluminum, copper, brass, bearing bronze, manganese, babbitt, etc. The Contractor shall install equipment requiring critical alignment of motors, pumps, blowers, gear reducers, etc.

C.4 Government Furnished Property and Services

C.4.1 In accordance with the "GOVERNMENT PROPERTY (FIXED-PRICED CONTRACTS)" clause in Section I, the Government will provide the Contractor the use of certain Government owned facilities, equipment, and materials for use only in connection with this contract. The use of Government furnished property and services for other purpose is prohibited. All such facilities, equipment, and materials will be provided in "as is" condition.

C.4.1 (a) Government Furnished Facilities – Aircraft Cleaning/Serviceing:

The Government will furnish or make available to the Contractor the following facilities: all electrical power, lighting, water, lavatory and potable water service carts, waste facilities, and access stands necessary to clean and service applicable aircraft listed in Part I, Section C.2.1C.

Should the Contractor choose to use the Government furnished facilities, adequate precautions shall be taken by the Contractor to prevent fire hazards, odors, and vermin. The Contractor shall obtain written approval from the Contracting Officer's Representative (COR) prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor.

At the completion of the contract, all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of any repairs caused by negligence or abuse on his/her part, or on the part of his/her employees.

C.4.1 (b) Government Furnished Equipment (GFE) – Building Services:

The FAA will supply the contractor with all necessary supplies and equipment required to perform the building maintenance part of the contract. If the proper supplies and equipment are not available, the contractor will not be held accountable. The list of supplies and equipment shown below is an example of what is supplied and is not limited to what is listed.

(1) Cleaning equipment and supplies: Mops, brooms, dustpans, vacuum cleaners, carper steam cleaner, floor sweeper, orbital polisher, rags, dust cloths, cleaning agents for windows, ceramic, tile, carpets, upholstery and walls.

(2) Building equipment and supplies: power saws, drills, hand tools, paint and paint brushes, sprayers, rollers, ladders, lights, storage facilities for all equipment and supplies.

(3) Availability of Utilities: The Government will furnish the following utility services at existing outlets, for use in those facilities provided by the Government and as may be required for the work to be performed under the contract: electricity, fresh water, sewage service, and refuse collection. Utilities specified will be furnished at no cost to the Contractor.

C.5 Contractor Furnished Property and Services:

C.5.1 Aircraft Cleaning and Servicing: The contractor shall be responsible to furnish all items for aircraft cleaning and servicing except for items provided by the Government as listed in Part I, Section C.4.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE**E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908**

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled Inspection – **Both** Fixed-Price & Cost Reimbursement, AMS Clause 3.10.4-4.

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.10.4-4 INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)**3.10.4-16 RESPONSIBILITY OF SUPPLIES (APRIL 1996)****3.10.4-5 Inspection - Time-and-Material and Labor-Hour (April 1996)****PART I, SECTION F: DELIVERIES OR PERFORMANCE****F.1 CONTRACT PERIOD (JAN 1997) CLA.1604R**

The effective period of this contract is 1 year from September 1, 2012 or date of award, whichever is later, plus four 1-year options, if exercised. If the date of award occurs after the date specified above, the periods of the base period, and option periods, will be adjusted accordingly.

F.2 WORKING HOURS

(a) Aircraft Cleaning and Servicing (23060): Regular working hours for aircraft cleaning and servicing are from 1500 p.m. through 2330 p.m. (03:00 p.m.—11:30 p.m.), Monday through Friday, excluding Federally observed holidays and any other days designated by the Contracting Officer's Representative (COR).

(b) Building Maintenance Services (23370): Regular working hours for building maintenance services are from 0700 a.m. through 1530 p.m. (07:00 a.m.—03:30 p.m.) Monday through Friday, excluding Federally observed holidays and any other days designated by the Contracting Officer's Representative (COR).

F.3 TRANSITION AND PERIOD OF PERFORMANCE:

This contract shall include a 5-day transition period followed by the base year performance period commencing September 1, 2012 and ending one year later. The base year is followed by four 1-year option periods to be exercised at the sole discretion of the Government. In the event the contractor is unable to begin the transition period on September 1, 2012 due to contract award not being made sufficiently in advance of that date, the starting and ending dates for the base year performance will be adjusted accordingly. Should the incumbent contractor win the contract resulting from this SIR, they are exempt from the transition and phase in portions of this SIR, and will begin work on 9/1/12.

F.4 AUTHORIZED PERFORMANCE (JAN 1997) CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney

Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)
- 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)
- 3.10.1-24 NOTICE OF DELAY (MARCH 2009)
- 3.11-34 F.O.B. DESTINATION (APRIL 1999)

PART I, SECTION G: CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor no later than the expiration date of the current contract period.

G.2 INVOICING PROCEDURES - GENERAL (JANUARY 2002)

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, with a breakout of total hours of rates used in Schedule B or (2) those items of supplies furnished, as follows:

- (1) The original to: FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(b) Payment for work performed under this contract is subject to approval by the Contracting Officer. The contractor shall submit one copy of each invoice to the following:

- (2) One copy to: FAA, Mike Monroney Aeronautical Center
AMT Contract Administration Team, AMQ-340
P.O. Box 25082
Oklahoma City, OK 73125

One copy to: FAA, Washington Flight Program (AJW-362)
COTR: Jeff Wood
Ronald Reagan National Airport, Hangar 6
Washington, D.C. 20001

- (c) Each invoice shall highlight the following information:
- (1) Contract number.
 - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
 - (3) Extended totals for invoiced quantities.

(d) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.3 GOVERNMENT PROPERTY REPORTS (JAN 1997)

CLA.4528

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

G.4 3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.10.1-22 Contracting Officer's Representative (April 2012)

PART I, SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 QUALITY CONTROL:

(a) **The contractor shall establish a quality control program to ensure the requirements of the contract are met as specified.** The COR shall notify the contractor any time the contracted services provided fail to meet the contract's requirements. The contractor shall then take the necessary action as specified in the contractor's quality control program to ensure that the services required are corrected to meet contract requirements.

(b) During the period of performance of this contract, the contractor or designated representative (foreman or superintendent) shall submit a monthly report ****of all services accomplished, hours worked, dollar amount of salaries paid for each individual in a given labor category, and overhead charges to the COR.****

(c) The COR shall review the work performed for compliance with all applicable policies, directives and regulations specified in the contract.

H.2 Environmental, Safety and Health (April 2010)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy that states:

"The Mike Monroney Aeronautical Center is fully committed to the Administrator's Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources and improve energy efficiency*
- *Continually improve environmental performance*

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment."

(4) The requirements of the MMAC Environmental Management System (EMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC's environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC Environmental Management System (EMS) General Awareness Briefing. This training is available on-line at:

https://employees.faa.gov/org/centers/mmacc/employee_services/saf/training/index.cfm?training=mandatory_training.

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC EMS" included in Section K of this solicitation/contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EMS

requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Safety and Health (OSH) Policy which states:

"The FAA Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the safety and health of our employees and neighbors. It is our policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. In keeping with this commitment, we will implement, maintain, and continually improve our safety and health performance by utilizing a comprehensive Occupational Safety and Health Management System which:

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks, and implements controls*
- *Prevents injury and illness*
- *Establishes safety and health metrics*

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a safe and healthy work environment for employees, contractors, students and, visitors."

(6) The requirements of the MMAC Occupational Safety and Health System (OSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001:2007. The MMAC OSHMS requires that all contractors that provide goods and services that can affect MMAC's occupational safety and health programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Occupational Safety and Health Policy as set forth in paragraph (a)(5) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced operational control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that contract employees requiring unescorted access to the site have received the MMAC Occupational Safety & Health Management System - 18001 – Awareness Briefing. This briefing/training is available on-line at:

https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC OSHMS" included in Section K of this solicitation/contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC OSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC OSHMS. Submission of this certification is a prerequisite for contract award.

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

- (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;
- (3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. All oral notices will be followed up with a written notice to the Contractor. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

**H.3 CONTRACT SHUTDOWN PROCEDURES PENDING
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)**

CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.4 FAA FACILITY REGULATIONS (OCTOBER 2006)

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.5 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.6 Notice of Contractor Testimony (September 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.7 Personnel and Supervision (OCTOBER 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. **At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.**

**H.8 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK
SEPTEMBER 2006) CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

H.9 WAGE DETERMINATION

Service Contract Act Wage Determination Number 2005-2103, (Rev 11), is incorporated and made a part hereof. The following skill categories are subject to the terms of the Service Contract Act of 1965, as amended.

Aircraft Servicer: 23060

General Maintenance Worker: 23370

H.10 TRANSITION AND PHASE-IN REQUIREMENTS:

Note: Should the incumbent contractor win the contract resulting from this SIR, they are exempt from the transition and phase in portions of this SIR, and will begin work on 9/1/12.

a) Transition:

(1) Immediately prior to commencement of performance for the contract base year, a 5-day period will be allowed for transition from one contractor to another to be accomplished in a well-planned, orderly and efficient manner, which is critical. This transition period will be the time for initial orientation for contract administration and will provide a time for detailed operational orientation for contract supervisory personnel. It will generally be a time of preparation for the phase-in operations.

(2) The Government will provide a transition team, which will be used to provide technical and administrative orientation to contractor personnel, familiarize the contractor with required services, and provide other guidance and assistance as mutually determined necessary by the Government and contractor.

b) Phase-In:

(1) The Phase-In period is the 30 days immediately following transition: the time between commencement of services and total performance of requirements. The contractor is responsible for the phase-in of his personnel and the assumption of ongoing tasks during the phase-in period.

(2) The Government's transition team will remain available to answer technical and administrative questions throughout the phase-in period. After this period, the contractor shall report and coordinate efforts in accordance with the contract.

3.8.2-17 Key Personnel and Facilities (May 1997)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Aircraft Servicer _____

Aircraft Servicer _____

Aircraft Servicer _____

Aircraft Servicer _____

General Maintenance Worker _____

General Maintenance Worker _____

General Maintenance Worker _____

General Maintenance Worker _____

PART II, SECTION I: CONTRACT CLAUSES

I.1 CEILING PRICE (JAN 1997)

CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.3 3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

I.4 3.2.4-16 Ordering (October 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from the beginning of the base contract through the end of the base contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the contract.

I.5 3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 3.2.4-19 Requirements (October 1996)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 08/29/2012.

I.7 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years, 6 months, 1 week**.

I.8 3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond September 30, 2007. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.9 3.3.1-33 Central Contractor Registration (January 2008)

- (a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-

name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

I.10 3.3.1-36 Availability of Funds - Option Periods under a Continuing Resolution (April 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

I.11 3.6.2-14 Employment Reports on Veterans (January 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

I.12 3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class	Monetary Wage-Fringe Benefits
Aircraft Servicer, WG-9	\$ 25.97
General Maintenance Worker, WG-8	\$ 24.58

I.13 3.6.2-40 Nondisplacement of Qualified Workers (April 2009)

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

I.14 3.6.2-41 Employment Eligibility Verification (September 2009)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees.
- (A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

- (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the

Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

I.15 3.14-2 Contractor Personnel Suitability Requirements (January 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Position	Risk Level
Aircraft Servicer	1
General Maintenance Worker	1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center
Security Command Center, AMC-750
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

I.16 3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (April 2012)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COR, and FAA Mike Monroney Aeronautical Center Security Command Center, AMC-750. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at Hanger 6 must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the <http://idms.faa.gov/1681>. Arrangements for processing the identification cards, including photographs and lamination can be made by the contracting personnel security at 405-954-4626.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

1.17 3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)
- 3.1.7-5 Disclosure of Conflicts of Interest (March 2009)
- 3.2.2.3-33 ORDER OF PRECEDENCE (MARCH 2009)
- 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 2011)
- 3.2.2.3-67 SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS (JULY 2004)
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)
- 3.2.4-34 Option to Extend Services (April 1996)
- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)
- 3.2.5-3 GRATUITIES OR GIFTS (JANUARY 1999)
- 3.2.5-4 CONTINGENT FEES (OCTOBER 1996)
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 2010)
- 3.2.5-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APRIL 1996)
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
- 3.3.1-1 PAYMENTS (APRIL 1996)
- 3.3.1-5 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (APRIL 2001)
- 3.3.1-5/Alternate II Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
- 3.3.1-8 EXTRAS (MAY 1997)
- 3.3.1-9 INTEREST (SEP 2009)
- 3.3.1-10 AVAILABILITY OF FUNDS (MAY 1997)
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
- 3.3.1-17 PROMPT PAYMENT (APRIL 2012)
- 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (March 2009)
- 3.3.2-1 FAA COST PRINCIPLES (OCTOBER 1996)
- 3.4.1-10 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JULY 1996)
- 3.4.1-12 Insurance (July 1996)

- 3.4.2-6 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCTOBER 1996)
- 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES - FIXED PRICE CONTRACT (APRIL 1996)
- 3.5-1 Authorization and Consent (January 2009)
- 3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (MARCH 2009)
- 3.6.1-7 LIMITATIONS ON SUBCONTRACTING (OCT 2011)
- 3.6.2-1 Contract Work Hours and Safety Standards Act-Overtime Compensation (January 2012)
- 3.6.2-2 CONVICT LABOR (APRIL 1996)
- 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)
- 3.6.2-12 Equal Opportunity for Veterans (January 2011)
- 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1996)
- 3.6.2-28 SERVICE CONTRACT ACT OF 1965, AS AMENDED (OCT 2010)
- 3.6.2-30 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (April 1996)
- 3.6.2-35 PREVENTION OF SEXUAL HARRASSMENT (AUGUST 1998)
- 3.6.2-39 Trafficking in Persons (January 2008)
- 3.6.2-44 Notification of Employee Rights Under the National Labor Relations Act (January 2012)
- 3.6.3-9 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (APRIL 2009)
- 3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2010)
- 3.8.2-9 SITE VISIT (APRIL 1996)
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)
- 3.8.2-11 CONTINUITY OF SERVICES (OCT 2008)
- 3.9.1-1 Contract Disputes (October 2011)
- 3.9.1-2 Protest After Award (August 1997)
- 3.10.1-7 BANKRUPTCY (APRIL 1996)
- 3.10.1-12 Changes - Fixed-Price (April 1996)
- 3.10.1-12/ALT1 CHANGES—FIXED PRICE (APRIL 1996)
- 3.10.1-14 CHANGES - TIME AND MATERIALS OR LABOR HOURS (APRIL 1996)
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCT 2007)
- 3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APRIL 1996)
- 3.10.2-3 SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (APRIL 1996)
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)
- 3.10.6-3 Termination (Cost-Reimbursement) (October 2011)
- 3.10.6-3/Alternate IV Termination (Cost-Reimbursement) (October 1996)
- 3.10.6-4 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (OCTOBER 1996)
- 3.10.6-7 EXCUSABLE DELAYS (OCTOBER 1996)
- 3.13-3 Printing or Copying Double-Sided on Postconsumer Fiber Content Paper (January 2012)
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (OCT 2001)
- 3.13-13 Contractor Policy to Ban Text Messaging While Driving (January 2011)
- 3.13-14 Reporting Executive Compensation and First-Tier Subcontract Awards (April 2011)
- 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APRIL 2008)

PART II, SECTION J:
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT	TITLE	DATE	NO.OF PAGES
1	U.S. Department of Labor, Wage Determination No. 2005-2103, Revision 11.	6/13/2011	9
2	Past Performance Questionnaire		4

**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS
K.1 BUSINESS DECLARATION**

- 1 Name of Firm: _____ Tax Identification No.: _____
- 2 Address of Firm: _____ DUNS No.: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
- 5 Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
- 7 Nature of Business (Specify all services/products (NAIC)) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-----------------|------------|
| a.1. Year _____ | b.1. _____ |
| a.2. Year _____ | b.2. _____ |
| a.3. Year _____ | b.3. _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____ b. Date: _____
- c. Typed Name _____ d. Title: _____

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

K.2 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 561720
- (2) The small business size standard is \$16.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION CLA 4532 (MAR 1999)

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.4 AMS 3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country)

K.5 AMS 3.2.2.3-35 Annual Representations and Certifications (July 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

K.6 AMS 3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

- (1) **"Common parent,"** as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.
- (2) **"Corporate status,"** as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.
- (3) **"Taxpayer Identification Number (TIN),"** as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

K.7 AMS 3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default

K.8 AMS 3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

K.9 AMS 3.6.2-5 Certification of Nonsegregated Facilities (March 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.10 AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (May 1997)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)

The offeror represents that-

(a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 AMS 3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's

ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

K.13 AMS 3.8.2-18 CERTIFICATION OF DATA (May 1997)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.14 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

AMS 3.2.5-2 Independent Price Determination (October 1996)

AMS 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)

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PART IV, SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SPECIAL QUALIFICATION CRITERIA

Due to the location and nature of the tasks to be performed under this contract, **all offerors are required (per Section C.1) to have management personnel within a 50 mile radius of the Ronald Reagan National Airport in Washington D.C., and have the capability of obtaining necessary permits and access to the Airport facility.**

L.2 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of technical proposals, and cost/price proposals. Evaluations involved will permit the FAA to select an offer that is the most highly rated submission based on overall best value to the FAA.

(c) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors should therefore submit their best technical and pricing proposals in the initial proposal. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

L.3 SUBMISSION OF PROPOSALS

L.3.a Offerors are required to submit their proposals in two separate parts (**three copies each**) as follows:

Part I - Technical Proposal – will include all data and information required for evaluation, and exclude any reference to the pricing aspects of the offer.

Part II - Price Proposal - include the completed solicitation documents (Standard Form 33) and a complete, detailed cost breakdown of the composite rates with supporting documentation for all direct costs, indirect costs (labor overhead, fringe benefits, and General & Administrative Costs), and profit in the base period and outyears.

The Technical Proposal (Part I) must include information/documentation in sufficient detail to clearly identify the offeror's overall qualifications to provide the required services and to demonstrate the offeror's complete understanding of the requirement.

L.3.b Offerors are encouraged to submit initial proposals that are complete and comprehensive, and contain the offeror's best terms from a cost or price and technical standpoint, since the Government may award a contract on the basis of initial offers received, without discussion/negotiations.

L.3.c Technical proposals must be organized by section, and appropriately tabbed or identified. To provide a fair and equitable evaluation of all proposals, separate and complete responses must be made to each of the following factors. Factors are listed in descending order of importance.

- (1) Approach and methodology
- (2) Past performance
- (3) Transition plan

L.3.d Offerors must submit a technical proposal addressing the requirements in the Statement of Work, Part I, Section C. Factors are listed in descending order of importance. The technical proposal must address the following evaluation factors: (1) approach and methodology (2) past performance (3) transition plan. A technical evaluation rating scale will be used to score the proposals. Scoring will be a point system with points assigned for proposals that contain information that best meets evaluation criteria.

(1) **Approach and Methodology:** Describe the approach and methodology in meeting the aircraft cleaning services and building maintenance services, with primary emphasis on aircraft cleaning services. Each sub-factor will be scored and a total point score assigned for factor 1 Approach and Methodology.

- (1) Exterior Polishing: - Describe your approach and methodology for polishing painted and unpainted aluminum aircraft exterior finishes.
- (2) Exterior Washing: - Describe how the aircraft exterior washing will be performed with emphasis on methodology, materials, and precautions.
- (3) Window washing: - Describe your proposed method and approach for washing and cleaning aircraft windows.
- (4) Aircraft interior cleaning: - Describe your method and approach of how the aircraft interior cleaning will be performed in terms of leathers, silks/delicates, fire blocked fabrics, carpeting and upholstery, instrumentation and display screens.
- (5) Safety Precautions: - Describe your approach and methodology to safety precautions and requirements that must be followed during aircraft cleaning and compliance with OSHA while performing aircraft cleaning and building maintenance.
- (6) Building maintenance services: - Describe your approach and methodology for conducting building maintenance services to include materials, tools required, and capabilities.
- (7) Building carpeting & upholstery cleaning - Describe your method and approach for cleaning building carpeting, upholstery, and tile floors.
- (8) Building Cleaning: - Describe your approach and methodology to general cleaning of facilities, bathrooms, office and maintenance areas.
- (9) Supplies Availability: - Provide information to demonstrate your ability to obtain and furnish supplies as required for contract performance. Furnish information regarding current inventory of supplies, adequacy of initial stock and adequacy of sources from which to obtain needed items will be considered.
- (10) Company Resources: - Provide a resume outlining company experience, background, list of principle company officials names, titles, and citizenship, form of company (i.e., corporation, partnership, etc.), organization breakdown of technical staff dedicated to this contract effort, and date company was founded. Offerors should also state and provide the name and address of the management personnel who are within the 50 mile radius of Regan National Airport, per section C.1.

(2) **Past Performance and Experience:** - Offerors will be evaluated on past experience in performing aircraft cleaning and building maintenance services. During the evaluation process the FAA may contact some or all of the references provided for their input. The FAA may also consider past performance information obtained from other sources.

(A) Offerors must provide three (3) past performance references within the last three (3) years that demonstrate the offeror's past experience in performing Aircraft Cleaning and Building Maintenance Services for Federal, State, or Local Governments or commercial sources, to include administrative data identified in subfactors (i) through (viii) below;

- (i) Offeror name (Company/Division);
- (ii) Contract Number and Contract Type;
- (iii) Contracting Agency or Business;
- (iv) Original contract dollar value and final contract dollar value (including options);
- (v) Original completion date and final (or current) completion date;
- (vi) Brief description of contract effort;
- (vii) Largest number of employees associated with direct contract effort;
- (viii) Name, address, telephone & FAX numbers for government Contracting Officer (procuring or administrative); for non-government contracts, provide the name, address, telephone and FAX numbers of business point of contact, liaison, etc.

(B) The offeror is required to provide Attachment 5, Past Performance Questionnaire, to the three (3) selected references pursuant to (A) above. A copy of the questionnaire should be sent to one of the following:

- (i) Contracting Officer's Technical Representative;
- (ii) Project Manager; and
- (iii) Contracting Officer

Each of the offeror's references must complete the questionnaire and either e-mail or fax a hard copy directly to: FAA, Attn: Harold Hannah (AMQ-310), 6500 S. MacArthur Blvd., P.O. Box 25082, Oklahoma City, OK 73125. The e-mail address and FAX number are listed on the questionnaire. The completed questionnaire must be received by the FAA no later than the due date for the receipt of proposals. Each offeror is responsible for any follow-up required to ensure timely submission of completed questionnaire.

Note: Failure to receive past performance survey responses will result in a rating of "0" for this factor.

(3) **Transition Plan:** Provide a plan which describes the implementation of the aircraft cleaning services and building maintenance services. Each sub-factor will be scored and a total point score assigned for factor 3 Transition Plan.

- (1) Describe your understanding of the Statement of Work with regard to the flexible changing requirements
- (2) Describe your understanding of the requirements needed to fulfill task requirements
- (3) Describe your a plan for implementation of the requirements
- (4) Describe your understanding of any transition and phase-in requirements

L.4 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR must be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror must submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes must not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.5 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

CLA.4551

- (a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.
- (b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.
- (c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.
- (d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.
- (e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.
- (f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.
- (g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

3.2.2.3-20 Electronic Offers (July 2004)

- (a) The offeror (you) may submit responses to this SIR by the following electronic means e-mail. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to steve.cundiff@faa.gov.

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

3.2.2.3-38 Requirements for Cost or Pricing Data or Other Information (July 2010)

Offerors (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Certified Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a firm-fixed price requirements type contract with firm-fixed price labor-hour rates for the "Over & Above" line items resulting from this Screening Information Request.

3.9.1-3 Protest (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

- (a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- (b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.
- (c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
- (d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.
- (e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:
 - (1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.
 - (2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
 - (3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:
 - (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
 - (ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business

days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.13-4 CONTRACTOR IDENTIFICATION NUMBER/DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)

3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)

3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (Jul 2004)

3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)

3.2.2.2-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)

3.2.2.3-16 RESTRICTION ON DISCLOSURE AND USE OF DATA (JULY 2004)

3.2.2.3-17 PREPARING OFFERS (JULY 2004)

3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (March 2009)

3.2.2.3-19 CONTRACT AWARD (JULY 2004)

PART IV, SECTION M: EVALUATION FACTORS FOR AWARD

M.1 ALL OR NONE BASIS OF AWARD

This SIR will solicit proposals from qualified parties. Following initial screening for timeliness, completeness and accuracy, the remaining proposals will be assigned to the Government team for technical and price/cost evaluation. The results of these evaluations will be forwarded to the Source Selection Official (SSO) to be considered for award. From those proposals forwarded, the SSO will select for award the proposals that represent the “**best value**” to the Government. In making this “best value” decision, the SSO will consider technical factors and price. A separate assessment will be made of the risk presented by each proposal and the responsibility of each vendor.

M.2 BASIS FOR AWARD

The Government contemplates the award of a contract to the offeror whose proposal, (conforming to this RFO), is the *most advantageous* and represents the *best value* to the Government. In determining which proposal represents the best overall value, the Government will consider **two elements**: **technical merit** (which includes the factors/subfactors; an evaluation of approach and methodology, past performance, and transition subfactors) **and price/cost**. The technical merit evaluation will entail the Government's assessment of each offeror's capabilities.

Discussions – After evaluating written proposals, the Government *may* conduct written or oral discussions with all, or a limited number of the offerors. The Government, in the evaluation and best value decision, may consider information obtained during discussions, whether or not it is reduced to written material.

M.3 EVALUATION OF PROPOSALS (JAN 1997)

CLA.0276R

M.3.1 TECHNICAL PROPOSAL EVALAUTION

(a) The subfactors listed below are listed in descending order of importance and will be used to evaluate technical proposals.

- (1) Factor 1 - Approach and Methodology
- (2) Factor 2 - Past Performance and Experience
- (3) Factor 3 – Transition Plan

Each factor will be rated by the evaluation team using a points rating scale.

Offerors are cautioned that similarly numbered sub-factors within different factors are not necessarily of identical importance. The technical proposal will be evaluated as a whole document. Therefore, all relevant information contained in the proposal will be considered by the evaluation team in their rating of any given factor.

M.3.2 BEST VALUE DETERMINATION

The Government will make award to the responsible offeror whose offer conforms to the solicitation and provides the overall *best value*. In deciding which offeror represents the best overall value to the Government, price and other factors considered, the Government will consider technical merit to be *significantly more important than proposed price*. The best value selection decision will be made as described below:

Each offer will be reviewed for compliance with the Special Qualification Criteria specified in Clause L-1. **Offers which do not comply with the Special Qualification Criteria will be eliminated from further consideration.**

All offers which comply with the Special Qualification Criteria will then be evaluated for technical merit. A numerical scoring system will be used for each factor and sub-factor, and a total score will be assigned. The Government will identify strengths, weaknesses, and risks and determine the overall technical merit of the proposal. The technical evaluation will be based on the technical criteria established for the requirements specified in the Statement of Work. In conducting the evaluation, the Government will use information contained in the proposal and may use information obtained from other sources. While the Government may elect to consider information obtained from other sources, the Government is under no obligation to do so and the burden is on the vendor to provide a complete and thorough proposal.

All offers will then be ranked according to total evaluated price.

An integrated trade-off assessment of technical and price/cost, will then be performed to determine which Offeror's proposal represents the best value in accordance with the evaluation criteria specified for this solicitation. The Government reserves the right to award a contract to other than the highest rated technical offer or the lowest evaluated price offer. Although the integrated assessment, by its nature, is a subjective process, the appropriate authority will use good business judgment in arriving at the best value award decision. An award on an all or none basis will then be made to this Offeror, subject to a positive determination of responsibility.

NOTE: It is possible that discussions will not take place and award of the contract will be made without discussions. Offerors should therefore submit their best technical and pricing proposals in the initial proposal.

M.4 PRICE/COST EVALUATION

- (a) Price/Cost proposals of all offerors will be evaluated, but not numerically scored, for the base period and all option periods in the following areas:
 - (1) Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs.
 - (2) Reasonableness - Review of rationale and data supporting elements of cost included in the proposal.
 - (3) Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.
- (b) Proposals, whether initial or revised submissions, which are unrealistically low may be grounds for elimination from further competition on the grounds of the offeror's failure to comprehend contract requirements.

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)

3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)

WD 05-2103 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 11
Date Of Revision: 06/13/2011

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51
05040 - Automotive Glass Installer		22.15
05070 - Automotive Worker		22.15
05110 - Mobile Equipment Servicer		19.04
05130 - Motor Equipment Metal Mechanic		24.78
05160 - Motor Equipment Metal Worker		22.15
05190 - Motor Vehicle Mechanic		24.78
05220 - Motor Vehicle Mechanic Helper		18.49
05250 - Motor Vehicle Upholstery Worker		21.63

05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09

13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02

21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19

Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties

within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Contractor
Past Performance Survey
SIR DTFAAC-12-R-02402

A. GENERAL INFORMATION. Please add any information below you deem appropriate and correct any information which may be inaccurate.

NAME OF RESPONDENT:

TITLE:

TELEPHONE #:

ORGANIZATION:

CONTRACTOR:

CONTRACT #:

POINT OF CONTACT:

TELEPHONE #:

TITLE:

CONTRACT START/END DATE:

AWARD AMOUNT:

PRESENT AMOUNT:

CONTRACT TYPE:

B. REQUIREMENT INFORMATION: Please provide information as to the description and location of work.

Contractor Past Performance Survey SIR DTFAAC-12-R-02402

C. SPECIFIC QUESTIONS: The following questions are divided into those requiring a YES/NO response or a RATING. The YES/NO responses should be supplemented with an explanatory narrative if answered "YES". When responding to those questions requiring a RATING, choose the number on the scale of 0 to 4, which most accurately describes the contractor's performance or situation. If the question is not applicable, circle "N/A". Please feel free to supplement RATING responses with explanatory narrative as well, if necessary. The numbers 0 to 4 correspond with the following descriptive values:

0	1	2	3	4
Unsatisfactory	Fair	Satisfactory	Good	Excellent

QUALITY OF PRODUCT OR SERVICE

- | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-----|---|---|---|---|-----|
| 1. To what degree has the contractor demonstrated the capability to provide services which conform to contract requirements? | 0 | 1 | 2 | 3 | 4 | N/A |
| 2. How successful was the contractor in providing fully trained and skilled personnel in a timely manner? | 0 | 1 | 2 | 3 | 4 | N/A |
| 3. To what degree has the contractor demonstrated the ability to achieve required Acceptable Quality? | 0 | 1 | 2 | 3 | 4 | N/A |
| 4. To what extent has the contractor displayed initiative in meeting requirements or taking corrective action(s)? | 0 | 1 | 2 | 3 | 4 | N/A |
| 5. To what degree has the contractor demonstrated technical expertise in the product or service provided? | 0 | 1 | 2 | 3 | 4 | N/A |
| 6. Was a Cure Notice or Show Cause Letter ever issued to the contractor? (if YES, please explain in the "Remarks" section) | Yes | | | | | No |
| 7. Was the contract terminated for default? (if YES, please explain in the "Remarks" section) | Yes | | | | | No |
| 8. Was an election made to not exercise an option due to the contractor's poor performance? (if YES, please explain in the "Remarks" section) | Yes | | | | | No |

TIMELINESS OF PERFORMANCE

- | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|-----|
| 1. To what extent did the contractor adhere to contract delivery schedules? | 0 | 1 | 2 | 3 | 4 | N/A |
| 2. To what extent did the contractor submit required reports and documentation and meet interim milestones in a timely manner? | 0 | 1 | 2 | 3 | 4 | N/A |
| 3. To what extent could the contractor be relied upon to correct or remedy any missed services or delayed performance? | 0 | 1 | 2 | 3 | 4 | N/A |
| 4. To what extent was the contractor responsive to technical directions? | 0 | 1 | 2 | 3 | 4 | N/A |
| 5. To what extent was the contractor responsive to bringing about wrap-up or closure to contract administration issues? | 0 | 1 | 2 | 3 | 4 | N/A |
| 6. How would you rate the contractors overall performance and technical expertise? | 0 | 1 | 2 | 3 | 4 | N/A |

**For Official Use Only
Source Selection Information**

Contractor Past Performance Survey SIR DTFAAC-12-R-02402

BUSINESS RELATIONS

- | | | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|-----------------------------|
| 1. To what extent has the contractor demonstrated an ability to effectively manage the contract, its personnel, and its subcontractor(s), if any? | 0 | 1 | 2 | 3 | 4 | N/A |
| 2. To what degree has the contractor demonstrated reasonable and cooperative behavior in performance of the contract? | 0 | 1 | 2 | 3 | 4 | N/A |
| 3. To what degree has the contractor demonstrated flexibility in resolving contract problems? | 0 | 1 | 2 | 3 | 4 | N/A |
| 4. To what extent was the contractor able to solve contract performance problems without extensive guidance from government counterparts? | 0 | 1 | 2 | 3 | 4 | N/A |
| 5. To what extent did the contractor commit resources in a timely fashion to ensure requirements were met and problems solved? | 0 | 1 | 2 | 3 | 4 | N/A |
| 6. To what extent was the contractor effective in interfacing with the Government's staff? | 0 | 1 | 2 | 3 | 4 | N/A |
| 7. Contractor's overall cooperation relative to this contract? | 0 | 1 | 2 | 3 | 4 | N/A |
| 8. How would you rate the contractor's overall performance? | 0 | 1 | 2 | 3 | 4 | N/A |
| 9. Would you award similar contracts to this contractor? | | | | | | Yes No |

Please list any references you might know regarding the contractor's performance:

Name	Address	Telephone Number
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**Contractor
Past Performance Survey
SIR DTFAAC-12-R-02402**

REMARKS:

THANK YOU!

YOUR COOPERATION REGARDING COMPLETION OF THIS SURVEY IS GREATLY APPRECIATED.

Please return completed questionnaire by mail, fax or e-mail to:

Federal Aviation Administration
Attn: Harold Hannah (AMQ-310)
6500 S. MacArthur Blvd
PO Box 25082
OKC, OK 73125

Phone 405-954-7853
e-mail: Harold.hannah@faa.gov
fax: 405-954-0042